

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20054

In the Matter of

Application of BellSouth Corporations,)
BellSouth Telecommunications, Inc., and)
BellSouth Long Distance, Inc. for)
Provision of In-Region, InterLATA)
Services in Louisiana)

CC Docket No. 98-121
DA 98-1364

COMMENTS OF OMNICALL, INC.

OmniCall, Inc., ("OmniCall") a competitive local exchange services ("CLEC") provider, hereby submits comments to the Federal Communications Commission ("FCC" or "Commission") regarding BellSouth Corporations' collective ("BellSouth") application to provide interLATA in-region long distance services in Louisiana. OmniCall's comments are too concise to warrant a table of contents, but a summary is provided herein.

OmniCall's operational experience with BellSouth as a startup CLEC in four different BellSouth state territories provides real world evidence of the deficiencies in BellSouth's compliance with the procedural safeguards in section 271 of the Communications Act of 1934, as amended, 47 U.S.C. Sec. 271 ("Act" or "section 271"). In summary, BellSouth has overstated OmniCall's success in interfacing with its operational support systems ("OSS"), and has delayed commitments made to OmniCall for OSS support and development. OmniCall continues to face competitive roadblocks with other operational issues such as customers being misinformed by BellSouth employees as to the nature of OmniCall's operations and capabilities, discriminatory treatment for repairs and provisioning, and missbillings of services.

Noted by Clerk's office
DATE: 02/11

A major component of any successful resale competitor is equal access to the incumbent local exchange company's ("ILEC") ordering and provisioning system (the previously mentioned OSS process). Equivalent ILEC facilities control through OSS is the cornerstone of competitive resale. Without it, no reseller can compete because they could not provide services and installation for customers in a timely manner. BellSouth represented in the Affidavit of William N. Stacy, filed July 9, 1998, in this docket, that ". . . BellSouth has learned that at least one CLEC has implemented a CGI interface for pre-ordering inquiries. As of June 29, 1998, OmniCall, Inc. made over 17,000 queries for customer service records." (paragraph 24, page 25 of Affidavit). The impression is that OmniCall has achieved competitive access to the information support system (a requirement under the section 271 criteria). Unfortunately, these comments are taken out of context, and are factually deficient.

OmniCall has not implemented the subject OSS system, but has started only the interface development phase; a way to more quickly download customer service records from the LENS server (BellSouth's customer record computer system). None of the many other necessary pre-ordering functions have been successfully completed to date. In fact, OmniCall estimates that approximately 4,000 queries of the 17,000 queries mentioned by BellSouth were made through the standard LENS interface, and the remaining queries were part of the development process. The additional queries that were made have not yielded useable data, and, thus, the system is not yet of practical use to OmniCall. Also, OmniCall and BellSouth had agreed to keep these efforts confidential until they proved viable, but BellSouth breached this promise.

OmniCall even volunteered to work with BellSouth as a beta site in BellSouth's Telecommunications Access Gateway program ("TAG"), a BellSouth initiated information services effort to reach the same OSS interface goal that OmniCall is attempting on its own. However, BellSouth recently informed OmniCall that it would not release critical programming

data to OmniCall until it was ready for public release. Therefore, OmniCall's support of TAG was wasted. The evidence clearly demonstrates that given BellSouth's current level of commitment, a practical OSS system, sufficient to meet section 271 muster, is many months if not years away.

One of the most anti-competitive aspects of the current OSS process is its failure to operate properly regarding customer changes in local exchange carrier service. For example, when OmniCall transfers a customer to it for resale administration, the information supplied to BellSouth's OSS must be 100% accurate and complete or the entire order is rejected, causing additional revenue delays and expenses to OmniCall. When the change is eventually made, BellSouth immediately begins a misleading campaign of letters and telemarketing to win the customer back. However, when a customer moves from OmniCall to BellSouth's administration, OmniCall often waits much longer than the 48-hour BellSouth notification deadline until any information is received by OmniCall. The lack of notification causes OmniCall to bill the client long after the client is no longer under its administration. The result, irreconcilable customer service differences with the former client and significant uncollectable revenue.

Here are two recent examples of other problems OmniCall faces. On June 15, 1998, OmniCall investigated two instances of reported misconduct by BellSouth customer service representatives ("CS representative"). The first, involved misstatements by CS representative Grace Frese¹ to a local Greenville, SC business owner assuring him that OmniCall was not entitled to any payments for service and that BellSouth could enforce the customer's non-payment "rights." The second concerned CS representative Cloris Camry² where similar statements were made to another local

¹ The incident in question was recounted verbally by a former OmniCall client. Therefore, the exact spelling of the CSR's name maybe different.

² Again, this report was made verbally to OmniCall by a former client. The exact spelling of the CSR's name may be different.

Greenville business owner. OmniCall telephoned the supervisor of the customer service center where these two individuals worked and was told that "Grace no longer worked there" and that that "Cloris could not be located." Thus, OmniCall could not continue the investigation or seek clarification, yet lost both customers in the process.

OmniCall has reports of incidents by BellSouth representatives telling customers that they will lose their BellSouth Yellow Pages advertising if they change providers, and that they cannot transfer their BellSouth service contracts (ex., ISDN data circuits) thus, losing contractual rate discounts. OmniCall faces documented unexplained delays in repair and service orders well beyond what is guaranteed by contract and tariff: 1) Mauldin Middle School, no notice of lack of facilities; 2) Moulin Rouge, incomplete installation and excessive delay in processing; 3) Boone Hill Flower, delay in processing order; 4) Spartan Computers, excessive installation delay; 5) Wellington Technical Yarns, incomplete processing and excessive delays.

OmniCall faces operational roadblocks such as inaccurate billing under BellSouth Service Agreements. When OmniCall captures a customer who is under a long term rate contract, it "assumes" the contract and should be able to "resell" those same services to that client at the same low contractual rate than BellSouth was billing. However, often the contractual transfer triggers BellSouth to change the customer's rate to the much higher month-to-month rate (not the lower contractual rate), thereby causing confusion and extra expenses for OmniCall.

OmniCall also struggles with errors on its own bills from BellSouth. In May 1996, without notice, BellSouth changed certain subscriber line charges for OmniCall's resale business customers from the single line rate of \$3.50 (USOC 9LM) to the multi-line rate of \$8.17 (USOC 9ZR), a 133% increase! When questioned, BellSouth replied that it considered OmniCall not as a CLEC providing many single line business clients with service, but as one single business with

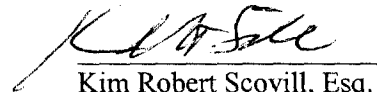
only one group of business lines. Thus, it would apply the \$8.17 multi-line access charge rate to all but one of OmniCall's resold business lines. Needless to say, in a competitive environment where BellSouth's end users are not treated in this fashion, passing the increase along would decimate OmniCall's client base. Unfortunately, the verbal assurances from BellSouth that this matter has been rectified have not been followed with written confirmation.

OmniCall recognizes the difficulty the Commission faces in the section 271 process. That is why OmniCall has presented facts rather than theoretical discussions as to the problems that OmniCall faces. Given the lack of a viable competitive environment, due to BellSouth's failure to provide a level playing field for local resale, it is difficult to perceive that BellSouth has met its statutory obligations for long distance marketplace entry.

This 4 day of August, 1998.

Respectfully submitted,

OmniCall, Inc.



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